UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-2(c)	
Patrick Moscatello, Esq. PM3747 90 Washington St. Long Branch, NJ 07740 (732)-870-1370 Attorney for Debtors	
In Re:	Case No.: 16-11321/CMG
ROBERT A. DIPAOLO	Chapter: 13
Debtor(s).	Hearing Date: 3/6/19
	Judge: Christine M. Gravelle
CHAPTER 13 DEBTOR'S CERTIFICATI  CREDITOR'S MOTION or CERTIFICATION  TRUSTEE'S MOTION or CERTIFICATION  The Debtors in the above-captioned Chapter 1  the following:	FICATION OF DEFAULT CATION OF DEFAULT
1. $oxed{\boxtimes}$ Motion for Relief from the A	automatic Stay filed by
Wilmington Savings Fund, creditor. A h	earing has been scheduled for
March 6, 2019 at 9:00 am.	
<u>OR</u>	
Motion to Dismiss filed by t	_ <b>_</b>
Trustee. A hearing has been scheduled	
☐ Certification of Default filed	•
requesting a hearing be scheduled on th	nis matter.
OR	
Certification of Default filed	
Trustee. I am requesting a hearing be so	cheduled on this matter

Patrick Moscatello 90 Washington St Long Branch NJ 07740 February 25, 2019

Re: Robert A DiPaolo (16-11321/CMG)

Dear Mr. Moscatello:

This letter is a response to the Chapter 13 Debtor's Certification In Opposition To Creditor's Motion or Certification of Default letter I received from you on 2/25/19.

As part of my Chapter 13 Bankruptcy I was required to modify my 1st mortgage with Wells Fargo. This modification was signed on 11/1/16 and the documents were backdated to 8/4/16. My new loan amount was \$223,491.25 (page1-exhibit A) and my monthly payment of \$1,280.26 was broken down to \$816.25 for principal and interest and \$464.01 for escrowed real estate taxes and homeowner insurance (page 4-exhibit A). If any payment changes were to occur the lender as required by RESPA would notify me (page 6-exhibit A).

On 1/31/17 I received a letter from Wells Fargo informing me my loan would be transferred to BSI Financial (exhibit-B). I had contacted BSI on 2/22/17 and 2/27/17 as I had not received any correspondence from them and did not know my loan number. On 3/1/17 I contacted BSI again and they gave me my loan number by phone. My payment which was dated 2/24/17 was sent 3/1/17 the day I was informed of my new loan number. Having not received any statement in the subsequent months I wrote my account number, payment amount and name on a blank piece of paper and sent my payment in (see exhibit- C 8 months worth). I had contacted BSI several times regarding this issue and their response to me was they were not required by law to send statements to debtors that had an active bankruptcy.

I have also included 2 years real estate tax bills and my 2 years homeowner insurance costs. I calculated the monthly real estate cost at \$399 and monthly insurance cost at \$55. This totaled \$454 and was in line with \$464 withheld for escrow (exhibit-D). From March 2017 through December 2018 I was required to make 22 payments. I have enclosed copies of 21 payments (exhibit-E).I am investigating a payment that was sent but never cashed by BSI.

In February 2019 I received a letter from William E Miller, Esq regarding a Notice For Relief From Automatic Stay along with Certification of Creditor Regarding Post Petition Payment History (exhibit-F). Having reviewed these documents I am disputing a few claims. Page 3 of the Certification of Creditor Regarding Post Petition Payment History claims there were 5 payments missed. I disagree with this statement. This same page also states there were 5 payments changes from March 2017 through May 2018. Having not received monthly statements, I was not aware of the monthly payment changes. I am also not aware of what BSI is paying out of my escrow account. I am hoping that BSI can send me an escrow analysis from the inception of the loan transfer from Wells Fargo. It is my intention to retain ownership of my home but in order to

do this I will need to know why there was such a dramatic shortage in the escrow account and how much I would need to offset this shortage.

Respectfully-submitted,

Robert A DiPaolo

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Re: In re DiPaolo

Bky No.: 16-11321/CMG

4. I certify the above facts to be true. I am aware that if the above facts are willfully false, I am subject to punishment.

Date: 2/05/19

Robert A. DiPaolo



This Document Prepared By:
CURTIS WARNER
WELLS FARGO BANK, N.A.
1000 BLUE GENTIAN ROAD, SUITE 300,MAC X9999-01N
EAGAN, MN 55121
(866) 421-6043

When Recorded Mail To: FIRST AMERICAN TITLE CO. DTO – MAIL STOP 3-2-8 3 FIRST AMERICAN WAY SANTA ANA, CA 92707-9991

Tax/Parcel #: BLOCK 164 LOT 48

B: 164 L: 48

\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_\_

Original Principal Amount: \$181,033.00 Unpaid Principal Amount: \$160,088.19

Investor Loan No.: Loan No: (scan barcode)

705 **(1313)** 

New Principal Amount \$223,491.25
Total Cap Amount: \$63,403.06

# HOME AFFORDABLE MODIFICATION PROGRAM AGREEMENT (MORTGAGE)

Executed on this day: AUGUST 4, 2016

Borrower ("I"): ROBERT A DIPAOLO AND JOANN DIPAOLO

Borrower Mailing Address: 40 PULAWSKI AVE, SOUTH RIVER, NEW JERSEY 08882

Lender or Servicer ("Lender"): WELLS FARGO BANK, N.A., S/B/M WACHOVIA BANK, N.A.

Lender or Servicer Address: 1000 BLUE GENTIAN ROAD, SUITE 300, MAC X9999-01N, EAGAN, MN

55121

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") JUNE 26, 2003 and the Note ("Note")

date of JUNE 26, 2003

Property Address ("Property"): 40 PULAWSKI AVE, SOUTH RIVER, NEW JERSEY 08882

Legal Description:

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I" For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

#### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Prior instrument reference: Recorded on JULY 31, 2003 in BOOK 08749 PAGE 0332, of the Official Records of MIDDLESEX COUNTY, NEW JERSEY

If my representations in Section 1, Borrower Representations, continue to be true in all material respects, then this Home Affordable Modification Program Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

#### 1. Borrower Representations.

I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I certify the Property is not condemned and is not vacant without the intent to either re-occupy or rent;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification Program ("Program"));
- E. Under penalty for perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and,
- G. I have made or will make all payments required within this modification process.
- H. Borrower filed for relief under Chapter 13 of the United States Bankruptcy Code on JANUARY 26, 2016.
- 1. This agreement is only valid once consent of the United States Bankruptcy Court or other applicable approval to modify this mortgage is received.
- J. Prior to filing for relief under the United States Bankruptcy Code, Borrower agreed to repay the above referenced loan pursuant to the Note and Security Instrument between Lender and Borrower. Such agreement granted Lender a valid security interest and an enforceable lien on the property securing the loan.
- K. Notwithstanding anything to the contrary contained in this Agreement, Borrower acknowledges that

Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. Borrower and Lender agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

- L. Borrower desires to retain the Property securing the Note, and acknowledges that Lender's security interest and lien are still valid and enforceable.
- M. Borrower acknowledges and understands that he/she is not obligated to enter into this Agreement, and that he/she is entering into this Agreement at Borrower's request, voluntarily and with no coercion or pressure from Lender, for the sole purpose of retaining the Property.

### 2. Acknowledgements and Preconditions to Modification.

I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and,
- B. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
- C. If included, the undersigned borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure.

#### 3. The Modification.

If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on OCTOBER 1, 2016 and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a Mortgage Assistance or trial period plan, this modification will not take effect. The first modified payment will be due on OCTOBER 1, 2016.

- A. The new Maturity Date will be: SEPTEMBER 1, 2056.
- B. The modified principal balance of my Note will include amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of the HAMP modification, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$223,491.25 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding

principal balance, which would not happen without this Agreement.

C. Interest at the rate of 3.1250% will begin to accrue on the New Principal Balance as of SEPTEMBER 1, 2016 and the first new monthly payment on the New Principal Balance will be due on OCTOBER 1, 2016 Interest due on each monthly payment will be calculated by multiplying the New Principal Balance and the interest rate in effect at the time of calculation and dividing the result by twelve (12). My payment schedule for the modified Loan is as follows:

Manths	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
480	3.1250%	09/01/2016	\$816.25	\$464.01	\$1,280.26	10/01/2016

\*This includes an escrow shortage amount to be paid over the first 60 month term. After your modification is complete, escrow payments adjust at least annually in accordance with applicable law therefore, the total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C

#### 4. Additional Agreements.

I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Mortgage Assistance that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants,

agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.

- D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.
- E. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.E. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.E.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as

defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- F. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- G. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and 1 will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- H. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- J. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- K. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- L. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall

- continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investor, insurer, guaranter or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.
- N. I agree, that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.O. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- P. CORRECTION AGREEMENT: The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants, Wells Fargo Home Mortgage, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification.
- Q. If the mortgage is a biweekly mortgage with payments due every two weeks, through the attached modification agreement, the Loan will convert to a MONTHLY payment schedule. To accommodate monthly payments, interest will be charged based on a 12 month year and a 30 day month. As part of the conversion from biweekly to monthly payments, any automatic withdrawal of payments (auto drafting) in effect with Lender for the Loan is cancelled. Complete the enclosed Automatic Loan Payment Authorization form to establish automatic payment drafting.
- R. If my Loan Documents govern a home equity loan or line of credit, then I agree that as of the Modification Effective Date, I am terminating my right to borrow new funds under my home equity loan or line of credit. This means that I cannot obtain additional advances and must make payments according to this Agreement. (Lender may have previously terminated or suspended my right to obtain additional advances under my home equity loan or line of credit and if so, I confirm and acknowledge that no additional advances may be obtained.)

S. Borrower must deliver to Wells Fargo Home Mortgage a properly signed modification Agreement by NOVEMBER 9, 2016. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required premodification payments, Wells Fargo Home Mortgage may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. Wells Fargo Home Mortgage may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

All Borrowers are required to sign and date this Agreement in blue or black ink only as your name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to you to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.

In Witness Whereof, Lhave executed this Agreement.	11/1/16
Borrower:ROBERT A DIPAOLO	Date
Hoann DiPario	11/1/16
JOANN DIPAOLO *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt	Date
Borrower:	Date
Вопожет:	Date
[Space Below This Line for Acknowledgments]	
BORROWER ACKNOWLEDGMENT	
9	
State of Men Joiney	
County of M. Sellesex SS:	
I CERTIFY that on November 1, 20 4, ROBERT A DI	PAOLO, JOANN
<u>DIPAOLO</u> personally came before me and acknowledged under oath, to my satisfactio more than one each person):	n, that this person (or if
a. is named in and personally signed the attached document; and	
b. signed and delivered this document as his/her/their act and deed.	
Morio 79. Ms	
Notary Public	
Print Name: 6/010 M. Mess	
My commission expires: 1181/2016	

GLORIA M. LUGO
Notary Public - State of New Jersey
Commission # 2281512
My Comm. Expires Nov. 21, 2016

In Witness Whereof, the Lender have executed this Agreement. WELLS FARGO BANK, N.A. Birhanu T Lakew
Vice President Loan Documentation Birhambilcun 11/17/16 By: (print name) (title) [Space Below This Line for Acknowledgments] \_ day personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) Was the maker of the attached instrument; (b) Was authorized to and did execute this instrument as Vice President Loan Documentation of the company, the entity named in this (c) Executed this instrument as the act of the entity named in this instrument (Print name and title below signature) Signed and sworn to before me on <u>November 17</u>, 20 16 Notary Public Tryphena V C Mitchell Printed Name:

#### **EXHIBIT A**

BORROWER(S): ROBERT A DIPAOLO AND JOANN DIPAOLO

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, ERECTED, SITUATE, LYING AND BEING IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY:

BEGINNING AT A POINT IN THE EASTERLY SIDE LINE OF PULAWSKI AVENUE (50 FEET WIDE) THEREIN DISTANT 100.00 FEET NORTHERLY ALONG THE SAME FROM THE INTERSECTION THEREOF WITH THE NORTHERLY SIDE LINE OF WEST GROCHOWIAK STREET; THENCE

- (1) NORTH 82 DEGREES 11 MINUTES 10 SECONDS EAST 100.00 FEET; THENCE
- (2) NORTH 06 DEGREES 57 MINUTES 40 SECONDS WEST 52.78 FEET; THENCE
- (3) SOUTH 75 DEGREES 01 MINUTE 00 SECONDS WEST 100.77 FEET TO A POINT IN THE SAID EASTERLY SIDE LINE OF PULAWSKI AVENUE; THENCE
- (4) SOUTHERLY, ALONG THE SAME, ON A CURVE TO THE RIGHT WITH A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 20.00 FEET TO A POINT OF TANGENCY; THENCE
- (5) SOUTH 04 DEGREES 49 MINUTES 00 SECONDS EAST, STILL ALONG THE SAME, 22.00 FEET TO THE POINT AND PLACE OF BEGINNING.

BEING KNOWN AND DESIGNATED AS LOT 32 AS LAID OUT AND SHOWN ON A CERTAIN MAP ENTITLED, "MAP OF PROPERTY OF JOSEPH GROCHOWIAK SITUATE IN BOROUGH OF SOUTH RIVER, MIDDLESEX COUNTY, NEW JERSEY", DATED APRIL 1949 AND WHICH SAID MAP WAS DULY FILED IN THE MIDDLESEX COUNTY CLERK'S OFFICE ON MAY 31, 1949 AS MAP NO 1588 IN FILE NO. 899.

BEING ALSO KNOWN AS LOT 48 IN BLOCK 154 ON THE TAX MAP OF THE BOROUGH OF SOUTH RIVER.

ALSO KNOWN AS: 40 PULAWSKI AVE, SOUTH RIVER, NEW JERSEY 08882

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Prepared by and return to: Wells Fargo Home Mortgage 1000 Blue Gentian Road, Suite 300 MAC X9999-01N Eagan, MN 55121 Name: DIPAOLO

Loan #:

.. :.

<del></del>	SAME NAME AFFIDAVIT
Befor	e me, the undersigned authority, this day personally appeared Robert Dipado (ant") who being by me first duly sworn, affirmed as follows:
1.	Affiant is one and the same person as:
	Robert Dipaolo
	Robert A Dipaolo
	·
2.	This affidavit is given in reference to the property described as:
	40 PULAWSKI AVE
	SOUTH RIVER, NJ 08882
	(SIGNATURE) PAOLO (PRINT NAME OF AFFIANT)
	TE OF NEW JOSES
Swo be.ca	rn to and subscribed before me this day of November 2015 by  Pipaolo: who was personally known to me or who presented  as identification.
<u> </u>	Istia The This
	amission No. (Signature of Notary)
Con	nmission Expiration:  6/0115 / 1000   1000
	(Printed name of Notary)



Wells Fargestome Market 1-CMG M PO Box 10368 Shaper How!

OANNOUS

PASS

Account Information
Online: wellsfare. Des Moines, IA 50306-0368 January 31, 2017 wellsfargo.com 1-866-278-1179 Telephone: 1-866-234-8271 PO Box 10335 Correspondence: Des Moines, IA 50306 DCMLEPDTMJ 000132 լ<u> Արդինակիրը Ուրը ինինակումիր իրկանիրներ արևի</u> Hours of operation: Mon - Fri, 6 a.m. - 10 p.m., Sat, 8 a.m. - 2 p.m., CT ROBERT A DIPAOLO 40 PULAWSKI AVE Loan number: 0417197043 SOUTH RIVER, NJ 08882 40 Pulawski Ave Property address: South River NJ 08882 2/22/17 BSI has New boan numbers Subject: Transfer of the servicing of your mortgage loan 

payment instructions

Dear Robert A Dipaolo:

3/1/17 Now form # given (Lot mis sharen hand)

Effective February 21, 2017 the servicing of your mortgage loan is being transferred to BSI Financial

Services While the transfer of servicing is very common in today's mortgage industry, we recognize it

Services. While the transfer of servicing is very common in today's mortgage industry, we recognize it often raises a number of questions.

Since you may have questions about this change to your mortgage servicing, we're providing you with information to help make this transition easier for you. Rest assured, this does not affect any terms or conditions of your mortgage. This transfer simply affects how your mortgage is serviced, like where you send your payments.

Please read the last page of this letter - The Notice of Assignment, Sale or Transfer of Servicing Rights provides you with important required Real Estate Settlement Procedures Act (RESPA) information.

Important payment information

Beginning on February 21, 2017 BSI Financial Services will begin receiving payments on your mortgage loan. As of the same date, Wells Fargo Home Mortgage will no longer be accepting payments on such mortgage loan, therefore you must make your loan payments payable to BSI Financial Services, and send them to the following address:

**BSI Financial Services** P.O. Box 679002 Dallas, TX 75267

BSI Financial Services will be sending you a letter that will include payment instructions. If you do not receive payment instructions from BSI Finanacial Services before your next payment is due, please write your loan number on your check or money order and mail it to BSI Finanacial Services at the address listed above.

About mortgage payment assistance

If you are currently receiving payment assistance from a third party, you will need to contact that party to notify them of the change in servicer.

Gagan Shaema CEO RSI

AQ334 708 0052

Case 16-11321-CMG Doc 64 Filed 02/26/19 Entered 02/26/19 13:47:02 Desc Main Document Page 19 of 49
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please apply the enclosed payment of
\$1280.26 to Account # 1433197043 registered
in the name of Robert A D. Pado
Thank low.
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Hartand Clarke

Case 16-11321-CMG Doc 64 Filed 02/26/19 Entered 02/26/19 13:47:02 Desc Main Document Page 20 of 49
TO: BSI FINANCIA!
From: Robert A Di PAOlo
Re: Acct 1433197043
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Harland Clarke

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To: BSI Financial

From: Robert A D. Parlo

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please apply this payment of \$128026 to

account \$1433197043 registered to Robert A

Dilaolo

Thank You, Robert A O. PAOLO

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TO: BSI FINANCIA!

From: Robert D. Paolo

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D. Paolo

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Case 16-11321-CMG Doc 64 Filed 02/2 Document	6/19 Entered 02/26/19 13:47:02 Page 25 of 49	Desc Main
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#031207607# B055734796# 01B5

For 143319 7043

SOUTH RIVER TAX ASSESSOR 48 WASHINGTON STREET SOUTH RIVER, NJ 08882

**PRESORTED** FIRST-CLASS MAIL **US POSTAGE PAID** HILLSBORO, NJ **PERMIT# 985** 

**DISTRICT: SOUTH RIVER** 

**COUNTY: MIDDLESEX COUNTY TAX BOARD** 

75 BAYARD ST., 4TH FLOOR, NEW BRUNSWICK, NJ 08901

DATE MAILED: 01/19/18 33 | 5 | 207#47906

NOTICE OF PROPERTY TAX ASSESSMENT FOR 2018 THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1

**BLOCK: 164** LOT: 48 **OUAL:** 

PROPERTY LOCATION: 40 PULAWSKI AVE

CLASS: 2

LAND:

18,000 BUILDING: 42,800

2018 ASSESSMENT TOTAL: 60,800

NET PROPERTY TAXES BILLED FOR 2017

2017 ASSESSMENT 60,800

WERE: \$4,708.96 TOTAL: THIS IS NOT A BILL. SEE OTHER SIDE FOR APPEAL INFORMATION.

DI PAOLO, ROBERT & JOANN 40 PULAWSKI AVE

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08882 - 1524

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SOUTH RIVER TAX ASSESSOR

48 WASHINGTON STREET SOUTH RIVER, NJ 08882

**DISTRICT:** SOUTH RIVER

COUNTY: MIDDLESEX COUNTY TAX BOARD

75 BAYARD ST., 4TH FLOOR, NEW BRUNSWICK, NJ 08901
PROPERTY TAX ASSESSMENT FOR 2019
DATE MAILED: 01/14/19
10/5/170#15483 NOTICE OF PROPERTY TAX ASSESSMENT FOR 2019 THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1

**BLOCK: 164** LOT: 48 QUAL:

PROPERTY LOCATION: 40 PULAWSKI AVE

CLASS: 2

**PRESORTED** 

**PERMIT# 985** 

FIRST-CLASS MAIL

**US POSTAGE PAID** HILLSBORO, NJ

LAND:

18,000

BUILDING:

42,800

2019 ASSESSMENT TOTAL:

60,800

NET PROPERTY TAXES BILLED FOR 2018

**2018 ASSESSMENT** 60,800

WERE: \$4,887.71 TOTAL: THIS IS NOT A BILL. SEE OTHER SIDE FOR APPEAL INFORMATION.

DI PAOLO, ROBERT & JOANN 40 PULAWSKI AVE

SOUTH RIVER, NJ

08882 - 1524

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EVIDENCE	E OF	PROF	FRTY	INSURANCE
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DATE (MM/DD/YYYY) 02/12/2016

THIS CHARGE OF COORDINATE OF C	21 FIX11 1142	OKANCE	02/	12/2016
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MA ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES N COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENC ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCT	FOF INGLIDANCE DOE	R NEGATIVELY AM	IFERS NO RIGH END, EXTEND ( A CONTRACT	ITS UPON THE DR ALTER THE BETWEEN THE
AGENCY PHONE (A/C, No., Ext): 855-820-5809	COMPANY			
GEICO INSURANCE AGENCY INC ONE GEICO BLVD FREDERICKSBURG, VA 22412	US Coastal Insuran			
FAX 000 004 50 40   F-MAII	Cabrillo Coastal Ge	neral insurance		
FAX (A/C, No): 866-221-5246   E-MAIL ADDRESS:	P.O. Box 368	_		
CODE: SUB CODE:	Horsham, PA 19044	1	•	
AGENCY GUSTOMER ID #:				
INSURED	LOAN NUMBER		POLICY NUMBER	<del></del>
Robert Dipaolo			NJH1004943	
Joann Dipaolo	EFFECTIVE DATE	EXPIRATION DATE	<del></del>	
40 Pulawski Ave	02/13/2016	02/13/2017	CONTINU	JED UNTIL
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PROPERTY INFORMATION	· · · · · · · · · · · · · · · · · · ·			
LOCATION/DESCRIPTION				
40 Pulawski Ave South River, NJ 08882				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTA SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH	INY CONTRACT OR OT AIN. THE INSURANCE A	HER DOCUMENT W	ITH RESPECT TO LICIES DESCRI	O WHICH THIS
COVERAGE INFORMATION				
COVERAGE / PERILS / FORMS		AMO	UNT OF INSURANCE	DEDUCTIBLE
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Po Box 621530	6806800400491			
Atlanta, GA, 30362			*	
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## Case 16-11321-CMC Doc 64 Filed 02/26/19 Entered 02/26/19 13:47:02 Desc Main MANUFAIMENT PREFES ENSURANCE COMPANY

### **WEST TRENTON, NEW JERSEY 08628-0118** HOMEOWNERS POLICY DECLARATIONS

1-800-232-6600

Named Insured and Mailing Address

ROBERT A DI PAOLO JOANN DI PAOLO 40 PULAWSKI AVE SOUTH RIVER NJ 08882 **A Participating Stock Company** 

**POLICY NUMBER** 

H-243666-5

Yr. Day :

Mo. Day From 02 13 2018 To 02 13 2019

S

Policy Period

Year(s) 1

12:01 AM Standard Time at the residence premises and for

successive policy periods as stated below.

The residence premises covered by this policy is located at the above address unless otherwise stated:

MIDDLESEX CO NJ

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions.

Coverage is provided where a premium or limit of liability is shown for the coverage.

## SECTION I COVERAGES and LIMITS OF LIABILITY

Owell- ing No.	A. Dwelling	B. Other Structures	C. Personal Property	D. Loss of Use
1	\$228,000	\$22,800	\$114,000	\$68,400
		•		

SECTION II COVERAGES and LIMITS OF LIABILITY

E. Personal Liability	F. Medical Payments to Others	
\$300.000 (Each Occurrence )	\$5,000 (Each )	

**PREMIUMS** 

Form and Endorsements made a part of this Policy at time of issue

**DWELLING #1** \$612.00 DWELLING #1 HO-3 SPECIAL FORM 02/18 =orm: **DWELLING #2 DWELLING #2** Endorsements ENDORSEMENTS: HO-90 02/18 HO-95X 02/18 WATER BACK UP-DWL1-TOTAL LIMIT \$5,000 20.00

> TOTAL POLICY PREMIUM 632.00 \*NJ PLIGA SURCHARGE 5.00 DIVIDEND: 10% REGULAR 53. NET DUE

NEW	IEDCEV	DDODEDTY-I TARTI ITY	' INSURANCE GUARANTY	MOTTATION	CHARGE
NEW	JEKSEI	LKALEKII_FTYDTFTII	INSURANCE GUARANII	ASSOCIATION	SUKLRAKUE

Deductible - Section I \$ 500

In case of a loss under Section I, we cover only that part of the loss over the deductible stated.

Section II - Other Insured Locations:

Not More Than Prot. Const. Not More Than Premium Number ating Information Construction Zone Of Class Year Group oding ( 5 (5) ALUM/PLAS 56 1000 1950 ONE welling

PNC Online Banking
Case 16-11321-CMG Doc 64 Filed 02/26/19 Entered 02/26/19 13:47:02 Document Page 29 of 49

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& Sunday: 8 a.m. - 5 p.m. ET.

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Exhibit-E

Case 16-11321-CMG Doc 64 Filed 02/26/19 Entered 02/26/19 13:47:02 Document Page 30 of 49

PNC Online Banking

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Check 176

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This is an image of a check, substitute check, or deposit ticket. Refer to your posted transactions to verify the status of the item. For more information about image delivery chek here or to speak with a representative call: 1-888-PNC-BANK (1-888-762-2285) Monday - Friday: 7 a.m. - 10 p.m. ET, Saturday & Sunday: 8 a.m. - 5 p.m. ET.

ROBERT A DIPAOLO 40 PULAWSKI AVE SOUTH RIVER, NJ 08882-1524	3/26/17	176 25-113/2017 231
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PNC Online Banking

Case 16-11321-CMG Doc 64 Filed 02/26/19 Entered 02/26/19 13:47:02

Document Page 31 of 49

Page 1 of 1 Desc Main

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ROBERT A DIPAOLO 40 PULAWSKI AVE SOUTH RIVEH, NJ 06882-1624	177 55.716.2017 4/2.5/17
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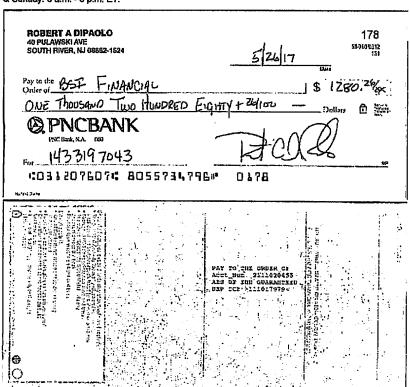
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& Sunday: 8 a.m. - 5 p.m. ET.

ROBERT A DIPAOL 40 PULAWSKI AVE SOUTH RIVER, NJ 08882	-1524	6/2017	179 36-7800312 131
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This is an image of a check, substitute check, or deposit ticket. Refer to your posted transactions to verify the status of the item. For more information about image delivery click here or to speak with a representative call: 1-888-PNC-BANK (1-888-762-2265) Monday - Friday: 7 a.m. - 10 p.m. ET, Saturday & Sunday: 8 a.m. - 5 p.m. ET.

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This is an image of a check, substitute check, or deposit ticket. Refer to your posted transactions to verify the status of the item. For more information about image delivery check here or to speak with a representative call: 1-888-PNC-BANK (1-888-762-2265) Monday - Friday: 7 a.m. - 10 p.m. ET, Saturday & Sunday: 8 a.m. - 5 p.m. ET.

& Sunday: 8 a.m 5 p.m. E1.	
ROBERT A DIPAOLO 40 PLEAWSKI AVE SOUTH RIVER, NJ 08882-1624	182 54-760012 121 8/27/17
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10/06/2017

Check 183

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